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Mattel, Inc.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MATTEL, INC.,

Plaintiff

v.

2013CHEAPBUY, AIMELANG OFFICIAL STORE,
ALEX'S BEADS, ASHA STORE, ASIA LUCKY WATCH
HOUSE, BABY GIRL BOUTIQUE, BAODING JIA LI
TEXTILES CO., LTD, BAODING SYMPATHY BAGS
MANUFACTURING CO., LTD, BARBIE OFFICIAL
STORE, BEIJING CREATION DECOR CO., LTD,
BILIBALA STORE, BILL LI-TANGLV STORE,
BOOKSBAG, BTLIGE SWIM STORE STORE,
CHILDHOOD DAY STORE, CONANG STORE, CRYSTAL
CODE PACKAGE (SHANGHAI) CO., LTD., CSTOWN
CULTURAL CREATIVE (DALIAN) CO., LTD., D&Y
MANSION STORE, DELICATE TREND STORE,
DELIGHT CAN FTY (DONGGUAN) LTD., DHK
RIBBON&ACCESSORIES 2 STORE, DINGTOLL, DK
DREAMS77123 STORE, DOINB COMPANY STORE,
DONGGUAN CITY TIAN MENG TIN CAN
MANUFACTURE CO., LTD., DONGGUAN RATA
IMPORT AND EXPORT TRADING COMPANY LTD,
DONGGUAN WEIMEI ART & CRAFTS CO., LTD, ECCP
STORE, ELEIZHENWTA OFFICIAL STORE,
FASHIONTEE STORE, FEVENGETOLL OFFICIAL
STORE, FIGOBELL STORE, FRESHBAB STORE, FUJIAN

**CIVIL ACTION No.
18-cv-11647 (PKC)**

**FINAL DEFAULT
JUDGMENT AND
PERMANENT
INJUNCTION ORDER**

DEHUA SHENGJIE CERAMIC CO., LTD, GAGAOPT,
 GASOO MAX BEACHWEAR STORE, GOOD 3C DESIGN
 STORE, GRAND FLY DISPLAY & PACKAGING
 (DONGGUAN) CO., LTD., GRAND FLY DISPLAY
 PRODUCTS (SHENZHEN) CO., LTD., GUANGZHOU E-
 SUNRISE 3D CARD CO., LTD, GUANGZHOU FUNTIGER
 PAPER PRODUCTS CO., LTD, GUANGZHOU HAIZHU
 DISTRICT XIANCAI PAPER FACTORY, GUANGZHOU
 JOY BOUNCE TOYS CO., LTD., GUANGZHOU
 KINGPEAK HOUSEHOLD PRODUCT CO., LTD,
 GUANGZHOU TAILOR FASHION CO., LTD.,
 GUANGZHOU YISON PRINTING CO., LTD.,
 GUANGZHOU YOUNG TIN MANUFACTURING CO.,
 LIMITED, GUANGZHOU YUHONG INFLATABLE
 PRODUCTS CO., LTD, HANGZHOU RONGZE SHOES
 CO., LTD, HAPPY STUDENTS STORE, HEPU STORE,
 HFSHY STORE, HITONSCOOL STORE, HUIZHOU
 KARREY PLASTIC METAL ELECTRONIC CO., LTD,
 HUNAN FIVE GOOD, LEATHER BAGS CO., LTD.,
 HUNAN JINYI LEATHER & BAG CO., LTD., HUNAN
 ZHIDUOFU LEATHER BAGS CO., LTD, I-TOP FASHION
 STORES, IT'S A PARTY SUPPLIES STORE, IUNIQUEE
 OFFICIAL STORE, J-HUI STORE, JILIN ZHENGFENG
 TRADING CO., LTD, KEKAKA SWIMSUIT STORE, KK
 MAPLE STORE, KUGUYS BOOM STORE, LECOOL
 KIDSBAG STORE, LLYGE OFFICIAL STORE, LOVELY
 JEWELRY FINDINGS BEADS, LYDIA'S STORE,
 MAIYACA PHONE ACCESSORIES STORE, MANKA
 STATIONERY CO., LTD., MAYFLOWERS
 FEEDBACK(49999)| ORDERS(52458), MENGLUOFAN
 STORE, MOONLIGHT GODDESS STORE, NANCHANG
 LANPANGZI E-COMMERCE CO., LTD, NEXTSTATION
 SHANS STORE, NINGBO HONYAU HOME TEXTILES
 CO., LTD, NINGBO MERRY DECORATIVE MATERIAL
 CO., LTD, NOTAG STORE, PADDY DESIGN STORE,
 PANWAY INDUSTRIES CO., LTD., PARIS TOWER
 STORE, PARTY FACTORY STORE, QUANZHOU BEST
 BAG CO., LTD., QUANZHOU JINYUAN GARMENT CO.,
 LTD, QUANZHOU LINGQI BAGS CO., LTD.,
 QUANZHOU XIANGFENG BAGS CO., LTD, S & K
 STORE, SA FASHION WATCHES TRADE CO., LTD,
 SENYA STORE, SEXEMARA CHINA STORE,
 SHANGHAI RS PACKAGING PRODUCT CO., LTD,
 SHANTOU CHENGHAI DISTRICT SHUNHE TOY
 FACTORY, SHANTOU CHENGHAI GUANG QI SHENG
 TOYS FIRM, SHANTOU JINYU TRADING CO., LTD,

SHANTOU LITU TOYS INDUSTRIAL CO., LTD,
 SHENZHEN CAISTER WATCH CO., LTD, SHENZHEN
 ECO PACKAGING CO., LTD, SHENZHEN GIFT
 WATCHES CO;LTD STORE, SHENZHEN GOODMATE
 PAPER DISPLAY LIMITED, SHENZHEN HAIPAITE
 TECHNOLOGY CO., LTD, SHENZHEN HAIPAITE
 TECHNOLOGY COMPANY LIMITED, SHENZHEN
 HAOJUN PRINTING CO., LTD, SHENZHEN HZ 3C
 GROUPS CO., STORE, SHENZHEN JUNFEI INDUSTRIAL
 CO., LTD, SHENZHEN LIKEY DISPLAY PRODUCTS
 LIMITED, SHENZHEN POP DISPLAYS CO., LTD,
 SHENZHEN RUIXING FACTORY STORE, SHENZHEN
 SAFE PRINTING & PACKAGING CO., LTD, SHENZHEN
 SVEDA TECHNOLOGY CO., LTD, SHENZHEN WOW
 DISPLAY LIMITED, SHENZHEN XURONGGAO
 HANDBAGS CO., LTD., SHENZHEN YANLUNG TRADE
 CO., LTD, SHENZHEN YY C ELECTRONIC CO., LTD
 STORE STORE, SHOP2906017 STORE, SHOP3058045
 STORE, SHOP3348010 STORE, SHOP3651025 STORE,
 SHOP3664005 STORE, SHOP3670089 STORE,
 SHOP3753002 STORE, FASHIONABLE STORE,
 SHOP3869039 STORE, SHOP4045029 STORE,
 SHOP4056077 STORE, SHOP4060005 STORE,
 SHOP4202026 STORE, SHOP4417005 STORE,
 SHOP4418102 STORE, SIMBOO STORE, SLITHICE
 APPAREL STORE, SOFIEVALKIERS STORE,
 TINAHAPPY STORE, TINGLU WATCH STORE, TOBAY
 TOY STORE, TOPRIBBON STORE, TRACYKWOK
 STORE, UBUYUSAVE SHOP3176017 STORE, VICKY'
 STORE STORE, WELLAGE STORE, WENZHOU OUHAI
 LOUQIAO SUNWAY EYEWEAR FACTORY, XIAMEN
 AMOY TRADING CO., LTD., XIAMEN BOSHENG
 UMBRELLA CO., LTD, XIAMEN DAIKE BAGS CO.,
 LTD., XIAMEN HONGJIA INDUSTRY CO., LTD,
 XIAMEN HUILI BEAUTY CO., LTD, XIAMEN PHEBU
 OUTDOOR PRODUCTS CO., LTD., XIN_FASHIONSS
 STORE, XINTXCOS STORE, YIWU F & J JEWELRY CO.,
 LTD., YIWU GUANLI CLOTHING CO., LTD, YIWU
 HOTTOM FASHION FACTROY, YIWU PINFIRST
 IMPORT & EXPORT FIRM, YIWU QLH IMPORT AND
 EXPORT CO., LTD, YIWU SHUANGMEI GIFTS&CRAFTS
 CO., LTD., YIWU SUNLIGHT IMPORT & EXPORT CO.,
 LTD., YIWU SUNTOP PAPER CRAFTS CO., LTD, YIWU
 TIANQI PACKAGING MATERIALS COMPANY
 LIMITED, YIWU XINMIAO SHOES FIRM, YJZT
 OFFICIAL STORE, YONGKANG SUOTE HARDWARE

FACTORY, YUEYANG NUOYI RHINESTONE CO., LTD,
ZHANGZHOU RAINFUN UMBRELLA INDUSTRIAL CO.,
LTD, ZHEJIANG DOMAX EMBROIDERY BEDDING CO.,
LTD., ZHENGZHOU KIDDYSON AMUSEMENT
EQUIPMENT CO., LTD, ZHONGSHAN DETRON
DISPLAY PRODUCTS CO., LTD., ZXQJ FRANCHISE
STORE and ZYTJY ZY STORE,

Defendants

GLOSSARY




<u>Term</u>	<u>Definition</u>	<u>Docket Entry Number</u>
Plaintiff or Mattel	Mattel, Inc.	N/A
Defendants	2013CheapBuy, AIMELANG Official Store, Alex's Beads, Asha Store, Asia Lucky watch house, BABY GIRL BOUTIQUE, Baoding Jia Li Textiles Co., Ltd, Baoding Sympathy Bags Manufacturing Co., Ltd, Barbie Official Store, Beijing Creation Decor Co., Ltd, Bilibala Store, BILL LI-TANGLV Store, BooksBag, BTLIGE Swim Store Store, Childhood day Store, CONANG Store, Crystal Code Package (Shanghai) Co., Ltd., CSTOWN Cultural Creative (Dalian) Co., Ltd., D&Y Mansion Store, Delicate Trend Store, Delight Can Fty (Dongguan) Ltd., DHK Ribbon&Accessories 2 Store, Dingtoll, DK dreams77123 Store, Doinb Company Store, Dongguan City Tian Meng Tin Can Manufacture Co., Ltd., Dongguan Rata Import And Export Trading Company Ltd, Dongguan Weimei Art & Crafts Co., Ltd, ECCP Store, ELEIZHENWTA Official Store, fashiontee Store, Fevengetoll Official Store, Figobell Store, FRESHBAB Store, Fujian Dehua Shengjie Ceramic Co., Ltd, gagaopt, Gasoo Max Beachwear Store, Good 3C design Store, Grand Fly Display & Packaging (Dongguan) Co., Ltd., Grand Fly Display Products (Shenzhen) Co., Ltd., Guangzhou E-Sunrise 3D Card Co., Ltd, Guangzhou Funtiger Paper Products Co., Ltd, Guangzhou Haizhu District Xiancai Paper Factory, Guangzhou Joy Bounce Toys Co., Ltd., Guangzhou Kingpeak Household Product Co., Ltd, Guangzhou Tailor Fashion Co., Ltd., Guangzhou Yison Printing Co., Ltd., Guangzhou Young Tin Manufacturing Co., Limited, Guangzhou Yuhong Inflatable Products Co., Ltd, Hangzhou Rongze Shoes Co., Ltd, Happy Students Store, hepu Store, HFSHy Store, Hitonscool Store, Huizhou Karrey Plastic Metal Electronic Co., Ltd, Hunan Five Good, Leather Bags Co., Ltd., Hunan Jinyi Leather & Bag Co., Ltd., Hunan Zhiduofu Leather Bags Co., Ltd, I-TOP fashion stores, it's a party supplies Store, iuniquee Official Store, J-Hui Store, Jilin Zhengfeng Trading Co., Ltd, Kekaka Swimsuit Store, KK maple Store, KUGUYS BOOM Store, Lecool KidsBag Store, LLYGE Official Store,	N/A

	<p>Lovely Jewelry Findings Beads, Lydia's Store, Maiyaca phone accessories Store, Manka Stationery Co., Ltd., Mayflowers Feedback(49999) Orders(52458), MENGLUOFAN Store, Moonlight Goddess Store, Nanchang Lanpangzi E-Commerce Co., Ltd, NextStation Shans Store, Ningbo Honyau Home Textiles Co., Ltd, Ningbo Merry Decorative Material Co., Ltd, NOTAG Store, Paddy Design Store, Panway Industries Co., Ltd., Paris Tower Store, Party Factory Store, Quanzhou Best Bag Co., Ltd., Quanzhou Jinyuan Garment Co., Ltd, Quanzhou Lingqi Bags Co., Ltd., Quanzhou Xiangfeng Bags Co., Ltd, S & K Store, SA Fashion Watches Trade Co., LTD, SENYA Store, SexeMara china Store, Shanghai RS Packaging Product Co., Ltd, Shantou Chenghai District Shunhe Toy Factory, Shantou Chenghai Guang Qi Sheng Toys Firm, Shantou Jinyu Trading Co., Ltd, Shantou Litu Toys Industrial Co., Ltd, Shenzhen Caister Watch Co., Ltd, Shenzhen Eco Packaging Co., Ltd, SHENZHEN GIFT WATCHES CO;LTD Store, Shenzhen GoodMate Paper Display Limited, Shenzhen Haipaite Technology Co., Ltd, Shenzhen Haipaite Technology Company Limited, Shenzhen Haojun Printing Co., Ltd, Shenzhen HZ 3C GroupS co., Store, Shenzhen Junfei Industrial Co., Ltd, Shenzhen Likey Display Products Limited, Shenzhen POP Displays Co., Ltd, Shenzhen RuiXing Factory Store, Shenzhen Safe Printing & Packaging Co., Ltd, Shenzhen Sveda Technology Co., Ltd, Shenzhen WOW Display Limited, Shenzhen Xuronggao Handbags Co., Ltd., Shenzhen Yanlung Trade Co., Ltd, Shenzhen YY C Electronic Co., Ltd Store Store, Shop2906017 Store, Shop3058045 Store, Shop3348010 Store, Shop3651025 Store, Shop3664005 Store, Shop3670089 Store, Shop3753002 Store, fashionable Store, Shop3869039 Store, Shop4045029 Store, Shop4056077 Store, Shop4060005 Store, Shop4202026 Store, Shop4417005 Store, Shop4418102 Store, Simboo Store, Slithice Apparel Store, sofievalkiers Store, TinaHappy Store, TingLu Watch Store, Tobay Toy Store, topribbon Store, TRACYKWOK Store, UbuyUsave Shop3176017 Store, vicky' store Store, wellage Store, Wenzhou Ouhai Louqiao Sunway Eyewear Factory, Xiamen Amoy Trading Co., Ltd., Xiamen Bosheng Umbrella Co., Ltd, Xiamen Daike Bags Co., Ltd., Xiamen Hongjia Industry Co., Ltd, Xiamen Huili Beauty Co., Ltd, Xiamen Phebu Outdoor Products Co., Ltd., Xin_fashionss Store,</p>	
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	XinTXcos Store, Yiwu F & J Jewelry Co., Ltd., Yiwu Guanli Clothing Co., Ltd, Yiwu Hottom Fashion Factroy, Yiwu Pinfirst Import & Export Firm, Yiwu QLH Import And Export Co., Ltd, Yiwu Shuangmei Gifts&Crafts Co., Ltd., Yiwu Sunlight Import & Export Co., Ltd., Yiwu Suntop Paper Crafts Co., Ltd, Yiwu Tianqi Packaging Materials Company Limited, Yiwu Xinmiao Shoes Firm, YJZT Official Store, Yongkang Suote Hardware Factory, Yueyang Nuoyi Rhinestone Co., Ltd, Zhangzhou Rainfun Umbrella Industrial Co., Ltd, Zhejiang Domax Embrodiery Bedding Co., Ltd., Zhengzhou Kiddyson Amusement Equipment Co., Ltd, Zhongshan Detron Display Products Co., Ltd., ZXQJ Franchise Store and ZYTJY ZY Store	
Defaulting Defendants	2013CheapBuy, AIMELANG Official Store, Asha Store, Asia Lucky watch house, BABY GIRL BOUTIQUE, Baoding Jia Li Textiles Co., Ltd, Barbie Official Store, Beijing Creation Decor Co., Ltd, Bilibala Store, BILL LI-TANGLV Store, BooksBag, BTLIGE Swim Store Store, CONANG Store, Crystal Code Package (Shanghai) Co., Ltd., D&Y Mansion Store, Delicate Trend Store, DHK Ribbon&Accessories 2 Store, Dingtoll, DK dreams77123 Store, Doinb Company Store, Dongguan City Tian Meng Tin Can Manufacture Co., Ltd., ECCP Store, ELEIZHENWTA Official Store, fashiontee Store, Fevengetoll Official Store, Figobell Store, FRESHBAB Store, Fujian Dehua Shengjie Ceramic Co., Ltd, Gasoo Max Beachwear Store, Good 3C design Store, Guangzhou E-Sunrise 3D Card Co., Ltd, Guangzhou Funtiger Paper Products Co., Ltd, Guangzhou Haizhu District Xiancai Paper Factory, Guangzhou Joy Bounce Toys Co., Ltd., Guangzhou Young Tin Manufacturing Co., Limited, Hangzhou Rongze Shoes Co., Ltd, Happy Students Store, hepu Store, HFSHy Store, Hitonscool Store, Huizhou Karrey Plastic Metal Electronic Co., Ltd, Hunan Jinyi Leather & Bag Co., Ltd., Hunan Zhiduofu Leather Bags Co., Ltd, I-TOP fashion stores, it's a party supplies Store, iuniquee Official Store, J-Hui Store, Kekaka Swimsuit Store, KK maple Store, KUGUYS BOOM Store, Lecool KidsBag Store, LLYGE Official Store, Lydia's Store, Maiyaca phone accessories Store, Mayflowers Feedback(49999) Orders(52458), MENGLUOFAN Store, Moonlight Goddess Store, Nanchang Lanpangzi E-Commerce Co., Ltd, NextStation Shans Store, Ningbo Honyau Home Textiles Co., Ltd, Ningbo Merry	N/A

	<p>Decorative Material Co., Ltd, NOTAG Store, Paddy Design Store, Paris Tower Store, Party Factory Store, Quanzhou Jinyuan Garment Co., Ltd, Quanzhou Lingqi Bags Co., Ltd., Quanzhou Xiangfeng Bags Co., Ltd, S & K Store, LTD, SENYA Store, SexeMara china Store, Shanghai RS Packaging Product Co., Ltd, Shantou Chenghai District Shunhe Toy Factory, Shantou Litu Toys Industrial Co., Ltd, SHENZHEN GIFT WATCHES CO;LTD Store, Shenzhen GoodMate Paper Display Limited, Shenzhen Haipaite Technology Co., Ltd, Shenzhen Haipaite Technology Company Limited, Shenzhen HZ 3C GroupS co., Store, Shenzhen Junfei Industrial Co., Ltd, Shenzhen Likey Display Products Limited, Shenzhen POP Displays Co., Ltd, Shenzhen RuiXing Factory Store, Shenzhen Sveda Technology Co., Ltd, Shenzhen WOW Display Limited, Shenzhen Yanlung Trade Co., Ltd, Shenzhen YY C Electronic Co., Ltd Store Store, Shop2906017 Store, Shop3058045 Store, Shop3348010 Store, Shop3651025 Store, Shop3664005 Store, Shop3670089 Store, Shop3753002 Store, Shop3869039 Store, Shop4045029 Store, Shop4056077 Store, Shop4060005 Store, Shop4202026 Store, Shop4417005 Store, Shop4418102 Store, Simboo Store, SimCastle Store, Slithice Apparel Store, sofievalkiers Store, TinaHappy Store, TingLu Watch Store, Tobay Toy Store, topribbon Store, TRACYKWOK Store, UbuyUsave Shop3176017 Store, vicky' store Store, wellage Store, Xiamen Amoy Trading Co., Ltd., Xiamen Bosheng Umbrella Co., Ltd, Xiamen Huili Beauty Co., Ltd, Xiamen Phebu Outdoor Products Co., Ltd., Xin_fashionss Store, XinTXcos Store, Yiwu Hottom Fashion Factroy, Yiwu Pinfirst Import & Export Firm, Yiwu QLH Import And Export Co., Ltd, Yiwu Suntop Paper Crafts Co., Ltd, Yiwu Tianqi Packaging Materials Company Limited, Yiwu Xinmiao Shoes Firm, YJZT Official Store, Yongkang Suote Hardware Factory, Yueyang Nuoyi Rhinestone Co., Ltd, Zhangzhou Rainfun Umbrella Industrial Co., Ltd, Zhejiang Domax Embrodiery Bedding Co., Ltd., Zhengzhou Kiddyson Amusement Equipment Co., Ltd, ZXQJ Franchise Store and ZYTJY ZY Store</p>	
Alibaba	Alibaba.com, an online marketplace platform that allows manufacturers, wholesalers and other third-party merchants, like Defendants, to advertise, offer for sale, sell, distribute and ship their wholesale and retail products originating from China directly to consumers	N/A

	across the world and specifically to consumers residing in the U.S., including New York	
AliExpress	Aliexpress.com, an online marketplace platform that allows manufacturers, wholesalers and other third-party merchants, like Defendants, to advertise, offer for sale, sell, distribute and ship their wholesale and retail products originating from China directly to consumers across the world and specifically to consumers residing in the U.S., including New York	N/A
Sealing Order	Order to Seal File entered on December 13, 2018	1
Complaint	Plaintiff's Complaint filed on December 13, 2018	12
Application	Plaintiff's <i>Ex Parte</i> Application for: 1) a temporary restraining order; 2) an order restraining Merchant Storefronts (as defined <i>infra</i>) and Defendants' Assets (as defined <i>infra</i>) with the Financial Institutions (as defined <i>infra</i>); 3) an order to show cause why a preliminary injunction should not issue; 4) an order authorizing bifurcated and alternative service and 5) an order authorizing expedited discovery filed on December 13, 2018	19-22
Delanty Dec.	Declaration of Lisa Delanty in Support of Plaintiff's Application	21
Arnaiz Dec.	Declaration of Jessica Arnaiz in Support of Plaintiff's Application	20
Scully Dec.	Declaration of Brieanne Scully in Support of Plaintiff's Application	22
TRO	1) Temporary Restraining Order; 2) Order Restraining Merchant Storefronts and Defendants' Assets with the Financial Institutions; 3) Order to Show Cause Why a Preliminary Injunction Should Not Issue; 4) Order Authorizing Bifurcated and Alternative Service; and 5) Order Authorizing Expedited Discovery entered on December 13, 2018	4
PI Show Cause Hearing	December 20, 2018 hearing to show cause why a preliminary injunction should not issue	N/A
PI Order	Preliminary Injunction Order entered on December 20, 2018	10
User Account(s)	Any and all websites and any and all accounts with online marketplace platforms such as Alibaba and AliExpress, as well as any and all as yet undiscovered accounts with additional online marketplace platforms held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them	N/A

Merchant Storefronts	Any and all User Accounts through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them operate storefronts to manufacture, import, export, advertise, market, promote, distribute, display, offer for sale, sell and/or otherwise deal in Counterfeit Products, which are held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them	N/A
Barbie	An iconic and world-renowned fashion doll	N/A
Barbie Marks	<p>U.S. Trademark Registration Nos.: 689,055 for “BARBIE” for a variety of goods in Class 28; 2,678,386 for “BARBIE” for a variety of goods in Classes 3, 6, 8, 9, 11, 12, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28 and 30;</p> <p>2,087,842 for “” for a variety of goods in</p> <p>Class 28; 2,639,971 for “” for a variety of goods in Class 25 and 28; 774,892 for “SKIPPER” for a variety of goods in Class 28; 2,931,614 for “CHELSEA” for a variety of goods in Class 28; 3,083,593 for “BARBIE COLLECTOR” for a variety of goods in Classes 28 and 41; 3,189,837 for “PINK LABEL” for a variety of goods in Class 28; 3,702,525 for “FASHIONISTAS” for goods in Class 28; 5,214,711 for “YOU CAN BE ANYTHING” for a variety of goods in Class 28; 5,233,292 for “BARBIE DREAMTOPIA” for a variety of goods in Class 28; 5,449,612 for “BABYSITTERS INC.” for a variety of goods in Class 28; 6,097,805 for “COLOR REVEAL” for a variety of goods in Class 28; and 898,209 for “</p> <p> ” for a variety of goods in Class 28</p>	N/A
Barbie Works	U.S. Copyright Reg. Nos.: VA 2-038-351, covering the 2017 Barbie Packaging Branding for Consumer Products; VA 2-135-686, covering the 2016 Catalog Fall Mattel; and VA 945-179 covering CEO BARBIE	N/A
Barbie Products	A vast range of commercial products including dolls, playhouses, toy cars, books, movies, games, puzzles and clothing sold under the Barbie brand	N/A

Counterfeit Products	Products bearing or used in connection with the Barbie Marks and/or Barbie Works, and/or products in packaging and/or containing labels bearing the Barbie Marks and/or Barbie Works, and/or bearing or used in connection with marks and/or artwork that are confusingly or substantially similar to the Barbie Marks and/or Barbie Works and/or products that are identical or confusingly or substantially similar to the Barbie Products	N/A
Defendants' Assets	Any and all money, securities or other property or assets of Defendants (whether said assets are located in the U.S. or abroad)	N/A
Defendants' Financial Accounts	Any and all financial accounts associated with or utilized by any Defendants or any Defendants' User Accounts or Merchant Storefront(s) (whether said account is located in the U.S. or abroad)	N/A
Financial Institutions	Any banks, financial institutions, credit card companies and payment processing agencies, such as PayPal Inc. ("PayPal"), Payoneer Inc. ("Payoneer"), the Alibaba Group d/b/a Alibaba.com payment services (e.g., Alipay.com Co., Ltd., Ant Financial Services Group), PingPong Global Solutions, Inc. ("PingPong") and other companies or agencies that engage in the processing or transfer of money and/or real or personal property of Defendants	N/A
Third Party Service Providers	Online marketplace platforms, including, without limitation, those owned and operated, directly or indirectly by Alibaba and/or AliExpress, as well as any and all as yet undiscovered online marketplace platforms and/or entities through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them manufacture, import, export, advertise, market, promote, distribute, offer for sale, sell and/or otherwise deal in Counterfeit Products which are hereinafter identified as a result of any order entered in this action, or otherwise	N/A
Plaintiff's Motion for Default Judgment	Plaintiff's Motion for Default Judgment and a Permanent Injunction Against Defaulting Defendants filed on April 12, 2022	TBD
Futterman Aff.	Affidavit by Danielle (Yamali) Futterman in Support of Plaintiff's Motion for Default Judgment	TBD

This matter comes before the Court by motion filed by Plaintiff for the entry of final judgment and permanent injunction by default against Defaulting Defendants for Defaulting Defendants' trademark infringement, trademark counterfeiting and copyright infringement arising out of Defaulting Defendants' unauthorized use of Plaintiff's Barbie Marks and/or Barbie Works including, without limitation, in their manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying or offering for sale and/or selling and/or sale of Counterfeit Products.¹

The Court, having considered the Memorandum of Law and Affidavit of Danielle (Yamali) Futterman in support of Plaintiff's Motion for Default Judgment and a Permanent Injunction Against Defaulting Defendants, the Certificates of Service of the Summons, Complaint, and Amended Complaint, the Certificate of the Clerk of the Court stating that no answer has been filed in the instant action, and upon all other pleadings and papers on file in this action, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

I. Defaulting Defendants' Liability

- 1) Judgment is granted in favor of Plaintiff on all claims properly pled against Defaulting Defendants in the Complaint.

II. Damages Awards

- 2) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that because it would serve the compensatory and punitive purposes of the Lanham Act's prohibitions on willful infringement, and because Plaintiff has sufficiently set forth the basis for the statutory damages requested in its Motion for Default Judgment, the Court awards Plaintiff Fifty Thousand Dollars (\$50,000.00) ("Defaulting Defendants' Individual Damages Award") in statutory damages

¹ Where a defined term is referenced herein and not defined herein, the defined term should be understood as it is defined in the Glossary.

against each of the One Hundred Thirty-Three (133) Defaulting Defendants pursuant to 15 U.S.C. § 1117(c) for a total of Six Million Six Hundred Fifty Thousand Dollars (\$6,650,000.00) (“Defaulting Defendants’ Collective Damages Award”), as well as post-judgment interest at the statutory rate set forth in 28 U.S.C. § 1961(a).

III. Permanent Injunction

3) IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that Defaulting Defendants, their respective officers, agents, servants, employees, successors and assigns, and all persons acting in concert with or under the direction of Defaulting Defendants (regardless of whether located in the United States or abroad) who receive actual notice of this Order are permanently enjoined and restrained from:

- A. manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Counterfeit Products or any other products bearing the Barbie Marks and/or Barbie Works and/or marks and/or artwork that are confusingly or substantially similar to, identical to and constitute a counterfeiting and/or infringement of the Barbie Marks and/or Barbie Works;
- B. directly or indirectly infringing in any manner Plaintiff’s Barbie Marks and/or Barbie Works;
- C. using any reproduction, counterfeit, copy or colorable imitation of Plaintiff’s Barbie Marks and/or Barbie Works to identify any goods or services not authorized by Plaintiff;
- D. using Plaintiff’s Barbie Marks and/or Barbie Works, or any other marks and/or artwork that are confusingly or substantially similar to the Barbie Marks and/or Barbie Works

on or in connection with the manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products;

E. secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with: (i) Counterfeit Products; (ii) any computer files, data, business records, documents or any other records or evidence relating to:

i. Defaulting Defendants' User Accounts and/or Merchant Storefronts;

ii. Defaulting Defendants' Assets; and

iii. the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products by Defaulting Defendants and by their respective officers, employees, agents, servants and all persons in active concert or participation with any of them; and

F. effecting assignments or transfers, forming new entities or associations, or creating and/or utilizing any other platform, User Accounts, Merchant Storefronts or any other means of importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products for the purposes of circumventing or otherwise avoiding the prohibitions set forth in this Order.

4) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defaulting Defendants must deliver up for destruction to Plaintiff any and all Counterfeit Products and any and all packaging, labels, tags, advertising and promotional materials and any other materials in the possession, custody or control of Defaulting Defendants that infringe any of Plaintiff's trademarks, copyrights or other rights including, without limitation, the Barbie Marks and/or

Barbie Works, or bear any marks and/or artwork that are confusingly or substantially similar to the Barbie Marks and/or Barbie Works pursuant to 15 U.S.C. § 1118;

5) IT IS FURTHER ORDERED ADJUDGED AND DECREED that the Third Party Service Providers and Financial Institutions are permanently enjoined and restrained from:

- A. secreting, concealing, transferring, disposing of, withdrawing, encumbering or paying any of the Defaulting Defendants' Frozen Assets from or to Defaulting Defendants' Financial Accounts until further ordered by this Court;
- B. secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with any computer files, data, business records, documents or other records or evidence relating to Defaulting Defendants' Frozen Assets and Defaulting Defendants' Financial Accounts;
- A. knowingly instructing, aiding or abetting any other person or business entity in engaging in any of the activities referred to in subparagraphs III(1)(A) through III(2) and III(3)(A) through III(3)(B) above through III(4)(A) below.

6) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Third Party Service Providers are permanently enjoined and restrained from:

- i. providing services to Defaulting Defendants and Defaulting Defendants' User Accounts and Merchant Storefronts, including, without limitation, continued operation of Defaulting Defendants' User Accounts and Merchant Storefronts; and
- ii. knowingly instructing, aiding or abetting any other person or business entity in engaging in any of the activities referred to in subparagraphs III(1)(A) through III(2) and III(3)(A) through III(3)(B) above through III(4)(A) above.

IV. Dissolution of Rule 62(a) Stay

- 7) IT IS FURTHER ORDERED, ADJOURNED AND DECREED, as sufficient cause has been shown, the 30-day automatic stay on enforcing Plaintiff's judgment, pursuant to Fed. R. Civ. Pro. 62(a) is hereby dissolved.


V. Miscellaneous Relief

- 8) IT IS FURTHER ORDERED, ADJOURNED AND DECREED that any failure by Defaulting Defendants to comply with the terms of this Order shall be deemed contempt of Court, subjecting Defaulting Defendants to contempt remedies to be determined by the Court, including fines and seizures of property.
- 9) IT IS FURTHER ORDERED, ADJOURNED AND DECREED that the Court releases the Five Thousand U.S. Dollar (\$5,000.00) security bond that Plaintiff submitted in connection to this action to counsel for Plaintiff, Epstein Drangel, LLP, 60 East 42nd Street, Suite 2520, New York, NY 10166.
- 10) IT IS FURTHER ORDERED, ADJOURNED AND DECREED that this Court shall retain jurisdiction over this matter and the parties in order to construe and enforce this Order.

The Clerk of the Court is respectfully directed to terminate the instant motion (Doc 110) and close the case.

SO ORDERED.

SIGNED this 2nd day of May, 2022.



P. Kevin Castel
United States District Judge